IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

WEDNESDAY, THE TWENTY THIRD DAY OF FEBRUARY
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE R.SUBHASH REDDY

WRIT PETITION NO : 819 of 1996

Between:

T.Venkateshwarlu, S/o Peddanna,
R/o Gadwal, Mahabubnagar Dist.

..... PETITIONER

AND

Gadwal Municipality, Rep. by its Commissioner, Gadwal, Mahabubnagar Dist.

.....RESPONDENT

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue an order or writ one in the nature of writ of certiorari calling for records in proceedings No.Roc.No.1093/95, dt.29.9.95 issued by the respondent demanding the 40 months enhanced rent and limiting the lease period up to 31.5.1995 and quash the same as arbitrary, illegal, unjust and violative of Articles 14 & 16 of the Constitution of India and consequently direct the respondent to grant extention for further period of 5 years from 31.5.95 at the rate of old rent for the shop No.C-8 of the petitioner without any enhancement.

Counsel for the Petitioner: SMT.N.SHOBA

Counsel for the Respondent : MR.V.S.R.MURTHY

The Court made the following :

HONOURABLE SRI JUSTICE R.SUBHASH REDDY

WRIT PETITION NO.819 OF 1996

ORDER:

This writ petition is filed questioning the demand notice dated 29.9.1995 in ROC.No.1093/95 issued by the respondent demanding payment of differential rent of Rs.12,192/-.

Petitioner is the tenant in one of the commercial shops owned by the respondent-Municipality. In the auction conducted for grant of lease hold rights of the said commercial shops, he was the highest bidder offering rent @ Rs.885/- per month for a block period of five years commencing from 2.7.1987 to 1.6.1992. It appears from the averments of the writ petition that there is a clause of enhancement of rent by 33 ½ % for further renewal of the lease period. The grievance of the petitioner is to permit him to continue in the said premises without enhancement of rent.

It is the case of the petitioner that inasmuch as no reply was received from the respondent on the application filed by him seeking further extension of the lease

agreement, he continued in the premises and therefore, only the rent, which was fixed for the first block period, is payable and not the enhanced rent.

The first renewal period of three years was from 1.6.1992 to 31.5.1995 and thereafter further block period commenced from 1.6.1995. The impugned notice, including the enhanced rent @ 33½ %, was issued since in the lease agreement there is a provision for enhancement of rent for renewal of the lease beyond the first block period. In that view of the matter, the respondent included the differential amount and issued the impugned demand notice.

Merely because there is no reply from the respondent pursuant to the representation, the petitioner cannot continue in the premises without paying the enhanced rent as agreed. In that view of the matter, I do not find any merits in this writ petition and the same is liable to be dismissed.

Accordingly, the writ petition is dismissed. No order as to costs.

_____

(JUSTICE R.SUBHASH REDDY)

Dt.23.02.2005.

Mdaa.

..... REGISTRAR

// TRUE COPY //

SECTION OFFICER

Copy to:

1. Gadwal Municipality, Rep. by its Commissioner, Gadwal, Mahabubnagar Dist.

2. Two C.D.copies.

Form-NIC-OGS/WP{*LOBIS****}***